

1895-009
Lee Co.

Chancery Causes: D. F. Bailey vs. Samuel Poteet &c

Blair, Dickenson, Craig, Cheek

CA-Debt
T-Property

-Correspondence

To the Hon H. S. K. Morrison Judge of the
Circuit Court of Lee County Virginia.
Your Orator D. H. Bailey, who sues for him-
self and such other lien creditors of
Samuel Pateet as shall come in, take
part in and share the costs of this suit,
humbly complaining sheweth to your honor
that at the May term 1891 of the Circuit
Court of Washington County Va, he recovered
a judgment against the said Samuel Pateet
for the sum of \$125.00 with interest from
the 26th day of July 1890, and \$10.04 costs
a copy of which is herewith filed marked
Exhibit "A", and prayed to be read as part
of this bill: that no part of said judgment
has ever been paid; that said judgment
was duly docketed on the 29th day of June
1891, in the Clerk's office of the County Court
of Lee County; that the records of the Clerk's
office of Lee County show that the following
judgments in favor of the following named
parties have also been recovered against
the said Samuel Pateet and docketed in
said office, to wit; One in favor of F. S.
Blair for \$125.00 with interest from July 26th
1890, & \$7.96 costs, and one in favor of A.
M. Dickinson for \$125.00 with interest from
July 26th 1890 & \$7.96 costs, both of which
Judgments were also obtained in the Circuit

Court of Washington County Va. The said judgments are apparently not satisfied, and so far as your orator knows there may be other judgments that bind the land of Samuel Pateet. The said Samuel Pateet is seized and possessed in his own right of the following tracts of land in Lee County Va. One of 33 acres on S. E. Wallers ridge, one of 240 acres on N. S. Wallers ridge, one of 5 acres near Jonesville (Mill tract) and one of 10 acres on S. E. Pamel's river,

Your orator avers and charges, that the rents and profits of the said lands will not in five years satisfy the judgments which are liens upon the same, and that he is therefore entitled to have the said land sold to satisfy his own and the other liens thereon.

In consideration whereof, he prays that the said Samuel Pateet, H. S. Blair & A. M. Dickinson be made defendants to this bill, and required to answer the same on oath; that proper process issue; that all proper ^{orders and} accounts be directed and taken; that the lien creditors of the said Samuel Pateet be convened before a Commissioner in Chancery of this Court; that the lien debts of the said Samuel Pateet be ascertained, and the amounts thereof and their order of priority of lien be established; that if it appears that the rents and profits of the

said land will not in five years pay the judgments, which are liens upon the same, that it or so much thereof as will suffice to satisfy the liens thereon, and the Costs of suit and sale, be sold, and the proceeds thereof be applied to the payment of the said Costs and liens; that if such rents will so suffice, the said lands be rented out, and the rents and profits thereof be applied to the said liens until they are fully satisfied; and that all such other, further and general relief may be given as in the premises is just and right. And your orator will ever pray-

James W Orr, P. 2

C 9.48
S 2.50
Wit. 1.00
C 2 75
J.P. 2.25
Diner 15.00

depos
A 15.00 Retained

Estimate 6.00
p. 52.48

Murray Clerk \$4.11

D. H. Bailey Cont

vs. Bill in Chy.

Samuel Pateet.

1891 1st Aug Rules Bill
filed 2nd Ed & D. Chy

" 2nd Aug. Rules D. Chy
Caused Name set for
hearing by Self

Sept Decree & cont'd
Dec continued

1892 Mar & April cont'd

" June continued

1892 Nov no court

1893 Mar Decree for sent
& continued

" June Cont'd

" Nov cont'd

1894 March Cont'd

" June Decree & cont'd

" Nov Cont'd

1895 March Cont'd

" June "

" Nov Decree final

C.B.P. 271

To The, Hon. H. K. Morrison Judge
of the Circuit Court of Lee County
Virginia:

The separate Demurrer
and answer of Samuel Pateet To
a bill filed in this Hon. Court
against him and others by D. F.
Bailey.

Respondent says the plffs
bill is not good and sufficient
in law and of this he prays
Judgement of the Court. &c.

But if any other or further
answer be deemed necessary
answering he says, it is true
as he supposes that the plff. has
and holds the Judgement, against
this respondent, but the same
was obtained by false and fraud-
ulent representations of the plff.
under the following Circumstances.

Your respondent's son William
Pateet, had been indicted in the
U. S. District Court at Abingdon
upon a charge of Forgery, and
admitted to bail in a bond of
\$1000.00 in which your respond-
ent was his security for his

appearance: His said son made default in said appearance and legal steps was taken in said Court on said bond for his failure, to comply therewith.

In this state of case your respondent applied to the plff, who was then and now a practicing atty in said Court to defend him and his son. The plff so undertook and did appear in said cause and for several times had the same continued. For these services, and upon the condition that the plff would secure his son's acquittal or the dismissing of said indictment and a release of this respondent from said bond, Respondent cannot say whether or not this condition was specified in the note or not but it was the contract and agreement, and he had full faith & credit in the plff that he would do what he said.

These matters went on until July 1890 when said Court was again in session, and the causes

were called, when this respondent
was advised by said ~~his attorney~~^{by} ~~himself~~
to agree to a compromise and
settlement of the same proposed
between him & the U. S. Government
upon their conditions - viz: The In-
dictment was to be dismissed
and the bond discharged by your
respondent acknowledging judgment
& paying to the Government the
sum of \$250.00 which has been
paid. The plff was not then
there, nor did not give him any
assistance and he had to em-
ploy a man by the name of
Lindsey and pay him \$25.00.

Soon after this was done the plff
and their Co-defend came to the
Court & learning the Cause had
been settled, they all brought suit
in the Circuit Court of Washington
County, and when the writs were
served upon him he went to
the plff, and complained of the
hardship, and his failure to be
present to aid him, and the plff
agreed to take and accept \$62.50
for what he had done, and

and the plff agreed to take it. But
your respondent did not have
the money with him to pay it and
told the plff so, and he agreed to
wait, and respondent told him
when he had to have the money
to call on him and he should
have it. The plff said he would
go to the Sheriff, and stop the suit
& pay the costs, then return it and
accept the \$62.50. Since that time
the plff has never called on or
asked by letter or otherwise for
the same, until he brought this
suit or was about to. And this
respondent was surprised to
learn that the plff had not
kept his word & dismissed said
suit, but had in violation
thereof gone on and took judg-
ment against him, which was
a surprise & legal fraud upon
him. The debt of Dickinson
and Blair is even more unjust
than the plff, after they brought
their suit, never having done
anything and was absent at the
time the case was called, and

when respondent had to do
something and was compelled to
employ Mr Lindray. This respondent
employed a Mr Trigg to defend
Blair & Dickinson's suits as they
were not to be paid unless
they succeed in entirely releasing
him & his son, and when they
found he was determined to make
defense, they proposed a compro-
mise, and it was agreed that
this respondent should pay them
\$50. each in full satisfaction
of their unjust claim for which
they neither one ever rendered any
service & were absent at time
when the case was called and
forced to a trial or compromise
as above stated. They each ac-
cepted it and was to dismiss their
suits but like the plff ignored
their agreement and in this re-
spondent's absence took judgment
against him. The transaction
shows the unjustness of it was there
was a case in which a man
was so wronged. He had to pay
Mr Lindray \$25.00 The plff and

and Dickinson & Blain want \$375⁰⁰
and he paid the Government \$250. it
would almost been as easy upon
him to pay the whole bond as to pay
this brigade of hungry lawyers.

Fortunately this respondent has the
letter of Mr Blain showing that he
agreed to accept the \$50⁰⁰. and that
it is paid. He can show he paid
Dickinson \$50⁰⁰ and can prove
clearly that he agreed to accept it
and he can prove that the plff
agreed to accept \$62.50. These sums
he has paid and is willing to
pay the plff his \$62.50 which he
admits is due him.

Now as to the rent or profits of
his real estate, either of his two
forms or his will pay all that
the plff claims in much less than
five years, but if the plff will
take what is honestly due him
he need not rent or wait one
week it will be paid. And
this respondent thinks the plff
would have done his whole
duty to himself to have brought
his own suit instead of attempting

to aid in the enforcement of the
newly & fully paid claim of Blair
& Dickinson. This respondent had
to employ Blair & Dickinson be-
cause the plff had been appointed
assistant prosecuting atty and
could no longer attend to the case &
hence his agreement to scale his
fee. This respondent re-iterates
that he was prevented from
making defence to the plffs judgment
& the said Blair & Dickinson pursuant
by the agreement made with each
of them that they would take the
sums above named & dismiss the
suit, and he relied upon their fair
promise to do so - and was utterly
surprised when he learned that they
had taken judgment for the whole
claim. This respondent has always
managed to pay his just debts without
suit & tried to do this so - and
would if he had been fairly
dealt with. And having now
answered he prays to be hence dis-
missed with his costs.

A. L. Dickinson
for deft.

Virginia

Lee County to wit: -

Samuel Poter, this day personally
appeared before me and made oath in
due form that the statements made in the
foregoing answer so far as they depend
upon his own knowledge are true &
so far as the statements made an infor-
mation derived from others he believes
them to be true Given under my
hand this September 4th 1891

J. A. Hyatt

Samuel Poter.

Ans. Answer,

D. F. Bailey

To The Hon. W. T. Miller Judge of the Cir-
cuit Court of Lee County Va.

The separate answer, of Samuel
Potter, to a rule entered against him
in the Chancery Cause of D. H. Bailey
et al., against him and S. B. Potter.

Respondent says it is true, his land
was rented in said Cause, and re-
spondent ^{gave S. B. Potter} rented them, and gave ^{re} S. B.
~~Potter~~ ^{as} security on the said rental
notes. And at that time he expected
to be fully prepared to pay them on
maturity, but has failed to do so as
he conceives without any fault
upon his part. He has several horses
some cattle, a surplus of corn hog
sheep & other property, none of which
he is able to sell for cash at any
price, such are the stringency of the
times. As a matter of law he is ad-
vised the plffs have no right to sell
his property, but that the taking of a
new note or security is a novation of
the debt; and the plffs must rely
upon their remedy in a suit at law
upon the rental notes. And this will be
ample for him, for they are solvent and
good, if there is not a total suspen-
sion of business. He relies upon this
as a defense to said rule & having
now fully answered prays to be dismissed
with his costs.

A. K. Preliminary
for Sept.

Samuel Poteet.

advs } Answer to
De Rule.

D. F. Bailey et al

Filed in open Court
this June 11th 1894

A B Munsey
Clerk

Bartons Chy Pr Page 1001.
#6 & 862
11 is 264.

The poff can either read
or see the result in the

1894
Answer to before on the 11th day of June
by Samuel Poteet
A B Munsey Clerk

D. L. Bailey

Plaintiff

against

In chancery.

Samuel Patet et als

Defendants

This cause came on again to be finally heard, and it being admitted by plaintiffs counsel that the judgments reported in the cause have been fully paid, and there being nothing further necessary to be done in the cause the same is stricken from the docket.

D. H. Bailey
vs { Decree Final
3
Sam'l Petet et als.

O. B. P. 271

Enter this decree,

M. J. M.

Nov 12" 1895.

D. H. Bailey

against

Samuel Poteet

Plffs

Deft

In Chancery.

This Cause came on to be heard upon the papers formerly read in the Cause, and the rule awarded on the 6th day of the present term against S. B. Poteet & the defendant, ^{duly represented,} to show Cause why the real estate of the defendant heretofore rented by said S. B. Poteet, ^{or a sufficient thereof,} should not be sold to pay the sum for which the same was heretofore rented, and remaining unpaid, including the \$12.39 omitted by the Commr. to be included in the note for said rent. And was argued by Counsel, On Consideration thereof it is adjudged, ordered and decreed that Commissioner James W Orr, be and is hereby authorized, and empowered to proceed, ^{by suit,} at law, ^{against the said S. B. Poteet & Samuel Poteet,} to collect the note of \$207.42 for said rent, and also the said sum of \$12.39 omitted by mistake to be included in said note, ^{together with the interest thereon,} unless the said sums are paid to said Commr by said S. B. Poteet or some one for him within 30 days from the adjournment of this Court, & the Lien creditors are to pay to the defendants the Cost incurred in defending this rule.

D. H. Bailey
vs { Decree
3
Samuel Pateet.

Ent. on Chy. Ord. Book 40. 24

Enter this decree
W J M
June 13 1894

A. F. Bailey

vs
Samuel Pateet

Plff

Deft

In Chancery.

This cause came on again to be heard upon the papers formerly read in the cause and the report of James H Orr Commissioner filed in the cause May 25th 1894, which is unexcepted to, ^{and was argued by himself} In consideration thereof a rule is awarded against S. B. Pateet & the defendant, Samuel Pateet, his security, requiring them to appear before this Court on the 8th day of the present term, to shew cause, if any they can why a sufficiency of the real estate ^{of the defendant,} heretofore rented by said S. B. Pateet, should not be sold for cash in hand to pay the amount due and ^{including the \$12.57 left out of their note for said rent by mistake} paid on said rent, until which time the cause is continued.

D. H. Bailey
vs. { Decree

Samuel Pattee,

Entered on Chy. Ord. Book 4 P. 9.

Enter this decree

M. J. M.

June 9 1894.

Virginia; circuit court continued and held for Lee County
at the court house thereof on Sat. June 9, 1894.
at L.F. Bailey

Plff. }
vs. } In Chancery.
Def. }
Samuel Poteet

This cause came on again to be heard upon the papers formerly read in the cause and the report of ~~Commissioner~~ James W. Orr, ^{Commissioner} filed in the cause May 25, 1894, which is unexcepted to and was argued by counsel.

On consideration thereof a rule is awarded against S.B. Poteet and the defendant Samuel Poteet, his security requiring them to appear before this court on the 8th day of the present term, to show cause, if any they can why a sufficiency of the real estate of the defendant heretofore rented by said S.B. Poteet, should not be sold for cash in hand to pay the amount due and unpaid on said rent including the \$12.39 left out of their notes ^{for said rents} by mistake until which time the cause is continued.

A Copy Teste

A B Munsey Clerk

D. L. Bailey Atty.

vs. }

Samuel Poteb Def.

D. H. Bailey

vs

Samuel Pateet

Plff

Def't

In Chancery

This cause came on again to be heard upon the papers formerly read in the cause, and the report of venting by James W. Orr Commr. filed in the cause May 20th 1893, and was argued by Counsel, On Consideration thereof, and said report having been filed the time required by law and being unopposed to, it is adjudged, ordered and decreed that the same be confirmed; and ^{that} said Commr will pay to those entitled the costs in his hands, and report his action to this Court. ^{entitled}
And the cause is continued.

D. H. Bailey

25 { Decree Confirming
3 - renting

Samuel Pateet.

Entered ~~on~~ on Chy OB
Page 480 June 7th 1893

J A G Hyatt

Enter this Decree.

H. S. K. W.

June 7 1893.

D. H. Bailey

Plff

against
Samuel Pateet

Deft

In Chancery

This cause came on again to be heard upon
the papers formerly read in the cause and
the report of A. M. Diggs Commissioner
filed in the cause March 26th 1872, and ex-
ceptions thereto, and was argued by counsel,
on consideration thereof it is adjudged,
ordered and decreed that said exceptions
be overruled, and that the Plaintiff recover
against the Defendant ^{\$72.54} ~~\$75.89~~ with legal
interest ~~thereon~~ ^{thereof} ~~\$6,715.50~~ ^{\$6,715.50} from
the 26th day of July 1870 until paid
and the costs of this suit, subject to a
credit, by account of plaintiff of \$20.00 paid
to John McManis by defendant as of July
26th 1870, and that T. S. Blair recover of said
Samuel Pateet ^{\$132.96} ~~\$125.00~~ with legal interest on
\$125.00 past thereof from the 26th day of
July 1870 until paid, subject to a credit,
which the Court deems proper of \$8.33 1/3 as
of July 26th 1870, the same being one third
of the amount paid by defendant as a
fee to Stuart H. Lindsay, as ~~for~~ and a further
credit of \$53.00 January 26th 1871; and that
A. M. Diggs recover against said Samuel
Pateet ^{\$132.96} ~~\$125.00~~ with legal interest on \$125.00 past

thereof from the 26th day of July 1890 until
paid, subject to a credit of \$50.00 January
26th 1891, and \$8.33 1/3, in which the Court decrees
further, as of July 26th 1890, the same being
one third of ~~the~~ ^{the} amount of a fee of \$25.00
paid by ^{defendant} Stuart & Lindsay, and it is further
adjudged, ordered and decreed that unless
the foregoing sums & the costs of this suit
are not paid by the defendant within 30
days from the ~~rendering~~ ^{adjudgment} of this Court, then
James H. Dyer who is appointed a Commissioner
of the Court house of this Court, and any
for the purpose will proceed to rent ^{the} ~~the~~
real estate of the defendant in the cause
mentioned, for such length of time, not exceed-
ing five years, as will pay the said several
sums herein decreed against the defendant,
together with the costs of this suit and
expense of renting, having first advertised
the time, terms and place of renting for at
least thirty days by written advertisement
posted at said Court house door and in
the vicinity of said real estate, said Com-
missioner will require the costs of this
suit and the costs it has in the several
judgments reported by Court ^{expense of renting} to be
paid in hand and the residue in equal
annual installments, with interest from a

D. L. Bailey

53 Sec 2

Animal Estate

Entered in Chy O.B.
p 459-460, March 11/93
J. A. G. Hyatt, Clerk

Enter
H S K M U

Nov 11 1893

Enter the decree

Nov 11 1893

L. H. Bailey

Plff

In chancery

vs
Samuel Pateet et als Deft

This cause came on to be heard upon the bill of the plaintiff, the demurrer & answer of the defendant Samuel Pateet, with joinder in said demurrer and replication to said answer, and the process regularly executed on the defendants Blair & Dickinson & the cause set for hearing as to them, and was argued by counsel. On consideration thereof, it is adjudged, ordered and decreed that said demurrer be overruled, and the plaintiff ^{thereupon} replied generally to said answer, and issue was joined thereon so far as the same relates or refers to plaintiff's judgment, and it is further adjudged, ordered and decreed that A. M. Gains who is appointed a commissioner for the purpose, do take and report an account of the liens by judgment or otherwise against defendant Pateet's real ^{estate}, their amount and priorities, and whether or not the rents and profits of said real estate will ^{in five years} pay and discharge said liens, Said Commissioner will give due

D. F. Bailey
vs Decree
Samuel Petrick

Entered page 358-9
Cot Book no 3
Sept 4. 1891
Jas S. Harnett

Enter this decree
H. S. Harnett
Sept 4th 1891.

notice of the time and place of his
things, and report his action to the
this Court. And the Cause is continued

Mr Samuel Pitteet.

You will please take notice that on the 15th day of February 1892, at the law office of A. M. Dickinson, in the town of Marion, State of Virginia, I will proceed to take the depositions of said A. M. Dickinson & others, which depositions when taken are intended to be read as evidence in a certain suit in Chancery pending in the Circuit Court of Lee County Virginia in which I am plaintiff and you and others are defendants, and if from any cause the taking of said depositions are not commenced on that day, or if commenced are not completed on that day, the taking of the same will be adjourned from day to day and from place to place until completed.

Very Respectfully.

D. H. Bailey,

By Counsel.

Feb. 5th 1892.

Bullup

D. H. Bailey
vs $\frac{1}{3}$ Notice
Samuel Pateet.

Feb. 15th 1892.

Executed Feb. 11. 1892
by delivering a true
copy of the within
Notice to Samuel -
Pateet. This Feb. 11. 1892
C. E. Flannery.

S. L. C.

In pursuance to a notice hereto annexed, the undersigned, A. P. Kellinger, a Justice of the Peace in and for Smyth County Virginia, proceeded, on the 15th day of February 1892, at the law office of A. M. Dickerson in the town of Marion, State of Virginia, to take the depositions of A. M. Dickerson & others, whose depositions are to be read as evidence in a certain suit in Chancery pending in the Circuit Court of Lee County Virginia, in which D. F. Bailey is plaintiff and Samuel Potect & others are defendants.

Present no counsel for plaintiff
" " " " Defts

J. S. Blair a witness of lawful age being by me duly sworn deposes & says as follows

1st Question by plaintiff & by Defts.

A. M. Dickerson, J. S. Blair of defendants,

State if Samuel Potect executed by you, the bond or note in the bill & proceedings named for a fee, if so state all the circumstances of your employment, has it been

paid, if not has any thing been
been paid on it, State all
about it?

Answer! ————— D. F. Bailey,
A. M. Dickinson, & myself were at
the U.S. Court, at Abingdon, at the
date the notes or bonds were exe-
cuted for by Samuel Poter, He
came to our room at Colonnade
Hotel, and stated the case of
the United States against his
son, & the bond he was on, himself,
for his sons appearance, Samuel
Poter, after several visits to us,
finally came & displayed A. M.
Dickinson, ^{D. F. Bailey} & myself, at the fixed
and agreed fee named in
our bonds or note to represent him.
He were to intercede with Mr.
W. E. Craig U.S. Dist. Attorney
and get the boy discharged &
the bond reduced, He did so, He
saw Col. Craig & effected the
compromise admitted in Poter's
answer. It was entirely acceptable
to Poter, Indeed he was very
grateful, & asked us not to
"press" him on the bonds or notes,

and said he thought we ought to
 "Knock off" some of our fee,
 that he had to employ Lindsey
 & pay him \$25. fee, but we
 again assured him he had
 no business to do so, as we
 had already settled the case &
 it was ended; that he had just
 donated \$25 to Lindsey -
 He urged us to "Knock off"
 some of fee, & finally, I said
 I was willing to abate fee
 if he would pay amount
 at once, Duckerson said he
 would do likewise & so did
 D. F. Bailey, It was all a
 concession on our part,
 Poteet said he did not have
 the money, & did not accept or
 conclude the settlement, but
 on the contrary came & told
 us he had employed Messrs
 D. & Son, Lugg to defend the
 bonds or notes - We, (Duckerson,
 Bailey & I) bought suits at
 law, in Circuit Court of Wash-
 ington County, at Hagerdon &
 had suits served on Samuel

This occurred during the latter
 days of one week of the term,
 and Dickinson & I went home,
 for Sabbath only, but not when
 after we had fully compromised
 Wells Poteet's case with
 Col. Craig. We went home as
 stated, and on our return
 early next week. We were in-
 formed that somebody had
 got Poteet's name & had ad-
 vised him to employ Mr. Lind-
 sey, son of Clark. He had done
 so. Poteet told us what he had
 done, & he told him it was
 wholly unnecessary for him to
 have employed Lindsey, & to pay
 out any more fees, as we had
 finally concluded the compromise
 with the U. S. Government thro Col.
 Craig Dist. Atty, & order was made
 accordingly. That it was all
 arranged Wells, & for him to go
 home. I got up money & pay the
 compromise & our fees & that
 of D. F. Bailey. It was not until
 a few days after this, when Samuel
 Poteet came to Dickinson & me

(5)

Potter, at Abington. He did so because Potter refused to pay us at all. The answer is not true that we took any advantage of him. He employed Messrs. D. & Co., Liff to defend the suits, & they were continued one term, but at next term, judgments were rendered, but on no agreement or compromise of any kind. The judgments were for full amount of bonds or notes, and without any condition, limitation or promise on our part, certainly not on my part. After the judgments were rendered, Samuel Potter sent me a check for \$50, and I wrote him back, I told him I would not accept it in full of the debt, but it could go as a credit on the judgment. I had told Potter before he forced us to sue him, that if he would pay me then \$50, I would accept it.

as I wanted no hard feelings
 or litigation, Poleet did not
 pay the \$50, but stood us
 a suit, & we won, and
 after the judgment was
 obtained & after we had
 sent an execution to Lee
 County after Samuel
 then for the first time he
 sent me \$50, which
 I refused to accept & so
 wrote him, except as a
 credit, Let him be com-
 pelled to file my letter
 & it will so show as I
 have here stated - A. M.,
 Dinkerson, D. F. Burt &
 I did all we agreed to
 do, & we, alone, got the
 case settled thro' Col.,
 Bragg, & Poleet finally
 owes us the judgment
 except that he has paid
 me \$50, which should
 go as a credit on my
 judgment, It was not
 accepted in payment, &
 was not sent to me

7

until after he had stood
me a low suit out
Abingdon. He never accepts
the proposition to pay \$50
cash down, sent the
mule, but left us. Sew-
played counsel & defended
our suits, and when he
lost his cases, then just
till then did he send me
any money. He sent me
\$50. then I & I wrote him
I would put it as a credit
on the judgment.

Barry, Dukerson & I secured
a satisfactory settlement for
him, & his false charges
in the answer are after-
thoughts.

And further deponent saith
not,
J. S. Blair,

A. M. Dukerson, another
witness of low free age being
duly sworn deposes & says
as follows -

1st Question -

Read over the questions pro-
pounded to J. S. Blair in his

deposition just closed, and give
 full answer to same, & state
 all about your employment
 by Samuel Poteet, & how
 much he has paid you?
 Answer!

I was in attendance upon the U.S. Court
 at Abingdon, and for the first time met
 Mr Poteet. He came to the room of Capt.
 F.S. Blair and myself, and related the
 circumstances for prosecution against
 his son, and also the fact that he was
 on a bond for the appearance of his
 son - who was absent, and the fear he
 had an judgment would go against
 him for amount of the recognized
 note - & in all amounting to more
 than he could pay. The whole affair
 was talked over then and Mr. Poteet finally
 agreed to give Capt Blair & myself his bond
 for a fee to represent him in the case,
 which bond is on the same, and for amount
 now in our hands. Mr. Poteet's idea was for
 us, by all means to get his boy discharged
 and then get the bond ordered as soon as
 as possible. Col. W.B. Craig, the U.S. Dist
 Atty was conferred with, and the prosecution
 against the boy was discharged - and

9th

a compromise made about the amount to be paid on the bond, which Mr. Potter regarded as favorable, or at least expressed himself so. and also then and then said he would pay our fees over.

When Mr. Potter formed the making of a compromise, I think for the first time he conceived the idea of objecting to the fees. He did ask us to reduce our fee, because he has employed an other attorney. I later found he had only employed an other attorney to carry out - formerly in Court - what we had accomplished for him. When Mr. Potter refused to pay the fee, we brought suit at law. and Mr. P. employed Messrs. Triggs to defend the action. At first term of Court the Judge ruled - we out and so on, as some objections were made to the pleading. At the next term judgment by default, the Triggs saying in Court that Mr. Potter had made no arrangement with them. I am certain Mr. Potter said he was going to defend the suit - at law -

The statement in Mr. Potter's answer that we would be paid nothing unless he was entirely successful as well as his own - is untrue. No such agreement or contract was made. The statement in said answer that after he employed Triggs to defend

said suit, that ~~Blain & myself~~ I pro-
posed to accept \$500 in settlement of
said debt & wholly on true and
without foundation. The statement in
said answer that I accepted \$500
in full settlement of said debt &
agreed to dismiss action at law,
is untrue. It is true I received \$500
from sum paid for Mr. Poter, paid
some time after the Judgment was
obtained, for which he should have
credit. The statement made in the
answer that Mr. Poter was prevented
from making defense to said suit
at law, because of the agreement then
in set out - is wholly untrue. The agree-
ment as to what judgment would
be rendered, and what judgment
was rendered, in the case of U.S. Govern-
ment against Mr. Poter was fully agreed
upon by U.S. Dist. Atty. Leasing
& Capt. Blain & myself, and the said
agreement communicated to said
Poter, before we left the U.S. Court to
come home for Sabbath. I desire to state that
the \$500 sent me was paid without the asking on my part
as Judgment was rendered, and I suppose the whole bill
would be paid at once. And further defendant said nothing.

A. M. Dickenson

Virginia: Smyth County,
S. S.

I, A. P. Killinger, a Justice
of the Peace in & for said
County, do hereby certify that
the foregoing depositions of
A. M. Dickinson, & F. S. Blair
were duly taken, subscribed,
and sworn to, by said persons,
respectively, before me, at
the time & place and for the
purpose named in the
caption and notice attached.

Given under my hand
this 15th Feb, 1892, at
Marion Va.

Justice Feb 25

A. P. Killinger J. P.

D. F. Bailey
in Deposition

Sam^d. P. Oct.

Received through
the mail in good
condition & filed
February 23rd 1892.

J. H. Hyatt

B & D

J. P. Lee \$2.25-
S .50

Sent J. P. Lee to B.

Mr Samuel Pateet.

You will please take notice
that on the 12th day of November 1891.
at the Clerk's office of the United States
Court, in the City of Danville Virginia
I will proceed to take the depositions
of W. E. Craig & others, which depositions
when taken are intended to be read
as evidence in a certain suit in
Chancery now pending in the Circuit
Court of Lee County Va, in which I am
plaintiff and you and others are defend-
ants. And if from any cause the taking
of said depositions is not commenced
on that day, or if commenced is not com-
pleted on that day, the taking of the same
will be adjourned from day to day and
from place to place until completed.

Respectfully.

D. F. Bailey.
By Counsel.

D. H. Bailey
vs $\frac{3}{3}$ Notice
Samuel Pateb.

Executed by deliver-
ing to Samuel Pateb
a true copy of the
within notice
Nov 2nd 1891.

C. E. Flanagan, L. & C.

The depositions of W E Craig and others, taken pursuant to notice, here attached, at the clerk's office of the United States Court in the city of Danville Virginia, begun on the 12th day of November 1891, to be read as Evidence in behalf of the Plaintiff in a certain suit in Equity now pending in the Circuit Court of Lee County Virginia, in which D F Bailey is plaintiff and Samuel Polut and others are defendants.

The first witness - W E Craig, being duly sworn depone as follows:-

1st Question by Plaintiff Counsel

State your age, residence and occupation

Ans. Age 40, Occupation, atty at Law, & District atty for Western District of Virginia. I reside at Staunton

The further taking of these depositions, is continued and adjourned to the 14th day of Novr. 1891 at same place. This Novr 12, 1891
J. P. Smith N.O.

Novr 14 1891
Depositions renewed, pursuant

to a judgment of 12th inst
J.P. Smith A.P.

2.Q. Please state what you know in regard to the compromise of certain matters which were pending in the United States Court at Abingdon, Virginia, between the United States and a young man by the name of Potrat, a son of the defendant in this case and how ~~a~~ ^{paid} matters happened to be adjusted and who was instrumental in bringing about said compromise

Ans. 2 When I came into office as U.S. Attorney in July 1889 I found at the Abingdon Court a case pending against young Potrat on an indictment for forgery; there was also a judgment against old man Potrat on his bond as surety for the appearance of his son at court; this judgment was for one thousand (\$1000.00) dollars. I think it was at the July term 1890 that B. F. Bailey

and J. D. Blair as attorneys
for Potrat approached me
with a proposition to let old
man Potrat pay (\$200.⁰⁰) Two
Hundred and fifty dollars
in full satisfaction of the
said One Thousand
Dollars (1000.⁰⁰) judgment
and upon his so doing
that the said judgment
should be marked satisfied
and the indictment
against him be for forgery
be dismissed. I held this
proposition under consid-
eration for several days,
in the meantime making
inquiries as to Potrat's finan-
cial circumstances; during
this time both Bailey and
Blair frequently approached
me about the matter and
finally induced me to
accept the proposition.

After this compromise had
been agreed upon with Bailey
and Blair, but before matter
was finally disposed of, Stuart
J. Lindsay, who was acting

as assistant to the Clerk of
the U. S. Court then in session
at Abingdon, approached me
in the matter; I told him
that I had agreed upon the
compromise with Bailey
and Blair and the terms
of the compromise; I did
not know that he was
acting as attorney for
Potter at all for the
compromise had been
effected in everything except
Potter paying over to the
Clerk (\$250.00) Two Hundred
and Fifty Dollars. Potter
afterwards paid over to the
Clerk the Two Hundred
and Fifty Dollars and
the indictment was
dismissed and the judge-
ment was satisfied.

Q. 3 Please state ~~the~~ ^{and efforts} through whom
influence the said compro-
mise was effected?

Ans. 3 That of David F. Bailey and
Frank F. Blair.
And further this deponent
says not. *W. H. Craig*

The next witness D. F. Bailey being first duly sworn deposes and swears as follows:

Q. 1 Please state all you may know in regard to the judgment you hold against Samuel Poter the defendant in this cause, how it originated and all about it?

Ans. 1 In 1888 or 1889, I forget which the defendant's son was indicted in the United States Court at Abington for forgery. He employed me and Mr. Geo. Morgan to defend his son, after investigating the matter I told Mr. Poter that it was a case that should never be tried if it could be helped and should be compromised if possible, as I thought the young man would go to the penitentiary if the case was tried upon its merits. Mr. Morgan and I managed to get the case postponed

for several terms and
made repeated efforts with
the then Dist. Attorney, Col.
Allen, to get the matter
compromised; in the
meantime the young
man failed to appear
at court and his bond,
upon which his father
was security, was forfeited
and the matter got in
a bad fix; after Col. Craig
came into office we
had some hopes of a
compromise as he was
a new man and the
case had gotten stale;
at the July term of ^{Jan 1890} the
Court at Abingdon, as I
now remember I passed
by the room of Capt Blair
in the Colonnade Hotel
and saw Mr. Poter and
Mr. A. M. Dickinson ^{talking to Blair}; they
trailed me and I was
informed that Mr. Poter
had employed Messrs.
Blair and Dickinson

as additional counsel in
his own case; the gentlemen
were practicing together at
said Court, but whether
as partners I do not
know, I remarked that
I would be glad to have
them assist me and
Mr. Morgan in the matter,
the question of compromise
was then discussed
and it was agreed that
we should prevail on Col.
Brig the Dist. Attorney
to compromise the matter
if possible; I was in a
hurry to go to the Court
House and just as I was
starting Mr. Dickinson
remarked that the fees
should be agreed upon
and that Mr. Potter had
better give his notes, which
was done, being in a hurry
I told Mr. Dickinson, or
Mr. Blair or I forgot
which, to take my note
and hand it to me
afterwards as I had not

Time to wait. We all then
went to work on Col.

Braig for a compromise
and after representing
to him that Mr David
Potter was a good citizen
and that his son was a
young man, and was
drinking at the time
he committed the crime,
Col. Braig finally yielded
to a proposition of two
Hundred and Fifty Dollars,
which was accepted by
the young man's father,
and the matter was
to be dismissed upon
his paying the money
into Court. Afterwards
Mr. Dickinson came to
see and stated that
Potter was dissatisfied
and had said he would
not pay the notes. Dick-
inson said he intended
to bring suit right-off;
he had my note and
I told him just to bring

suit for me also, which
 he did. After the process
 was served upon Mr.
 Potter he came to me
 and stated that ~~he~~ thought
 it was pretty hard for
 him to pay all of this
 money, to Blair, Dickinson
 and myself, and that
 he had to pay Mr. Lindsay
 Twenty Five Dollars
 additional; he further
 said that Mr. Morgan
 would not charge him
 much. My answer to
 Mr. Potter was, that the
 services of Mr. Lindsay were
 not necessary in the
 case as the matter had
 been fully adjusted and
 understood between us
 and Col. Craig, and
 that I had had nothing
 to do with his employing
 Blair and Dickinson; that
 he knew that I had
 worked faithfully in his
 case for about two
 years and I was not

willing to knock off much
if any, of my part of the
fee; but I finally told
him that if he would
arrange with Mr.
Morgan for his part of
the fee that I would
take Sixty Two Dollars
and a half and
dismiss the suit. (At
that time I thought the note
he had executed was to
Morgan and myself
both, I had not seen it)
He told me he would send
me the money as soon
as he got home, but
failed to do it. I wrote
to Mr. Morgan and
also to Mr. F. W. Blankenship
to see him and get the
money and continued
the case one or two terms
of the court, hoping that
the matter would be
fixed and finally took
judgment. He has never
paid me a cent, I am

still willing to take my
~~half~~ half of the note,
together with the costs
he has put me to, less
the attorney's fees, pro-
vided he can arrange
matters satisfactory with
Mr Morgan for the
other ~~half~~ half. The
statement of Mr Potter
that I obtained a judgment
against him, by false &
fraudulent means is
absolutely and unqualifiedly
false. I labored faithfully
and saved his son from
the penitentiary and now
he is mean enough to
refuse to pay me the pitiful sum
of Sixty Two Dollars
and a half.
And further this deponent
saith not.

R. H. Bailey

State of Virginia }
City of Danville } to wit:

I, J. P. Smith, a solemn
public in and for the State
and City aforesaid do
certify that the foregoing
depositions of Col. W. E. Craig
and D. F. Bailey were taken sworn
to and subscribed ^{the same & were sworn}
upon me as in the caption
intento attached, in my
State and City aforesaid.
~~thus the 14th day of November~~
~~in the year 1891.~~ Given under
my hand thus the 14th day
of November in the year 1891
J. P. Smith, N. O.

D. F. Bailey et al

vs
D. F. Bailey

James H. Bailey

Read through mail

& filed Nov. 16/89

J. H. Bailey

Craig.

Shiff. 5-0

Virginia Lee County To-wit:
This day C. C. Cheek, Constable
of Lee County, personally appeared
before me and made oath that
on the 9th day of June 1894,
he served a rule on Samuel
Potter, requiring him said Samuel
Potter to appear before the Circuit
Court of said County, on the
8th day of the June Term, to
show Cause if any ~~He Can~~
why his land should not be
sold to satisfy the claim
of D. H. Bosley vs. said
Samuel Potter,
Given under my hand this
11th day of June 1894,
H. C. Fosberg J. P.

1 To the Circuit Court of Lee County, Va.

2 The undersigned commissioner
3 respectfully reports, that in obedience
4 to the order made in the case of D. F.
5 Bailey against Samuel Potest et al.
6 at the Sept. term, 1891, after duly no-
7 tifying all parties, he proceeded, on
8 the 14th day of Nov., 1891, and on suc-
9 ceeding days thereafter, to execute said
10 order; and the proceedings being at
11 length completed, the result is herewith
12 respectfully submitted.

13 The undersigned is directed by said
14 order to take and report an account
15 of the liens by judgment or otherwise
16 against the defendant's real estate. On
17 this point the undersigned has fully
18 considered such proof as was sub-
19 mitted to him by both the plaintiff and
20 defendants, and giving to the evidence
21 such consideration as ~~in his humble~~
22 ~~judgment~~ it is entitled to receive,
23 he reports that there are three judg-
24 ments of record in the county court
25 clerk's office of this county which con-
26 stitute liens on said Potest's real estate.
27 Said three judgments are as follows:-
28 one in favor of F. S. Blair, rendered at
29 Jan. term, 1891, of the circuit court of
30 Washington County, Va., ^{for \$125-} with interest there-
31 on from the 26th day of July, 1890, till paid
32 and the costs of suit at law, which is

1 \$7.96. Said judgment is subject to a
2 credit of \$50, paid as of Jan. 26th 1891.
3 [See copy of judgment here filed marked
4 "C."]-

5 One in favor of A. M. Dickenson, rendered
6 at the Jan. term, 1891, of the Circuit Court
7 of Washington Co., Va. for \$125, with interest there-
8 on from the 26th day of July, 1890, till paid
9 and the costs of suit, which is \$7.96. Said
10 judgment is subject to a credit of \$50, paid
11 as of Jan. 26th 1891. [See copy of judgment
12 here filed marked "B."]-

13 And one in favor of D. F. Bailey, render-
14 ed at the May term, 1891, of the Circuit
15 Court of Washington Co., Va. for \$125, with
16 interest thereon from the 26th day of July,
17 1890, till paid and the costs of suit,
18 which is \$10.04. [See copy of judgment
19 here filed marked "Exhibit A."]-

20 All three of said judgments are
21 recorded in the judgment lien docket
22 of this county and it will be seen
23 by an inspection of the same that the
24 judgments in favor of F. S. Blair and
25 A. M. Dickenson are of equal priority, and
26 both are prior to the judgment of D. F.
27 Bailey.

28 A calculation marked "X," showing
29 the balance due on said judgments as
30 of June 1, 1892, together with the estima-
31 ted costs of this suit, is herewith filed.

32 The undersigned is further directed

1 to ascertain whether the rents and profits
2 of said Poter's real estate would in
3 five years pay off and discharge
4 the liens against the same. On
5 this point the undersigned ascertains
6 that said real estate will readily rent
7 for a sufficient sum to discharge
8 said liens, together with the costs of this
9 suit, in five years.

10 All of which is respectfully submitted,
11 this May 26th, 1892.

12 A. M. Goins,
13 Special Commr.
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W. F. Bailey

vs. Report of Comm.

Samuel Pattee & al.

Filed May 26th 1892

J. A. G. Hyatt

with 1.00
50

Comm's fee - \$15.00

1 1892 June 15 - This report is excepted to be cause
2 it violates the first principals of Equity viz:
3 "That he who asks equity must do equity"
4 The Com missioner wholly ignores the testimony
5 D. H. Bailey it was admitted & proven before him
6 had time & time again ever since the institution of
7 the suit, offered and directed his atty to take
8 \$2.50 for his part and the defend ant was
9 willing to pay that sum!
10 The other two judgments are clearly shown
11 to have been taken in violation of an ex-
12 press compromise, and the \$50 was paid
13 as per agreement and it would be most
14 unjust to allow the Creditors to violate
15 their agreement take a fraudulent
16 judgment, and enforce it. The involved
17 advantage taken by an atty of a client is
18 looked upon with great suspicion and

28 no case, could present a clearer case of
29 fraud & deception than that of Dickinson
30 & Blair and the compensation already
31 paid them is greatly in excess of its ser-
32 vices rendered.
See Blair's letter
A. L. Dickinson for
Def't Pattee.

J. H. Bailey
against
Samuel Pateet

Plff
Deflt } In Chancery.

The undersigned Commissioner in this cause respectfully reports that pursuant to the decree at the last term, he proceeded on the 15th day of May 1893, Court day, to rent the real estate of the deflt, consisting of his farm on which he resides and his grist mill near Jonesville Va, for the shortest period the same would rent for a sum sufficient to pay the amount of said decree & costs & Commission &c, and S. B. Pateet became the rentor of said premises for one year for the sum of \$312.36 the amount of said decree, costs, Commission &c, and he paid or settled with your Commissioner the Costs of suit & Commissions on renting \$104.94 And executed his note with Samuel Pateet security, due in one year, with interest from date for 207.42
\$312.36

The costs your Court has subject to your honor's order and he recommends a Confirmation of said renting. Respectfully Submitted,

James W Orr, Commr

D. H. Bailey

vs { Camm's Report & Renting

Squire Pateet.

Filed May 20th 1893.

J. A. Hyatt clerk

1 D. H. Bailey

Plaintiff

2 vs

3 Samuel Pateet

Defendant

In Chancery.

4 The undersigned Commissioner in this cause respect-
5 fully reports, that the note for the rent of the real
6 estate of defendant, for \$207.42 became due on
7 the 15th day of May 1894, but the ^{rentor S. B. Pateet} ~~defendant~~, and
8 the defendant, his security, have failed to pay the
9 same or any part thereof. And your Court further
10 reports that at the time of said renting, by mis-
11 take in calculation, your Court took the note
12 of said rentor S. B. Pateet & his security for
13 (\$12.39) Twelve dollars & 39 cents less than he
14 should have taken it for, the said S. B. Pateet
15 having bid the amount of the decree, together
16 with the costs of suit and expense of sale, but
17 as above stated your Court in taking the note
18 for the balance after the payment of said costs
19 & expense made a mistake and omitted to take
20 it for enough by the said sum of \$12.39.

21 Your Commissioner asks a rule against the said
22 S. B. Pateet & Samuel Pateet his security to shew
23 cause why the said real estate or a sufficiency
24 thereof shall not be sold for cash in hand to pay
25 the amount of said note and the said sum of \$12.39
26 with interest thereon from ^{the 15th day of May 1893.} the date of said renting.

27 Respectfully submitted, May 25th 1894.

James W. Orr, Court.

D. F. Bailey
vs. C. A. Bailey

Samuel P. Bailey

Filed May 25th/894.

A. J. Murray Clk

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Virginia:

At a circuit court continued and held for Lee Co.,
at the court house thereon Sat. June 9, 1894.

D. F. Bailey

Plff.

vs.

Samuel Poteet

Def.

In Chancery.

This cause came on again to be heard upon the papers formerly read in the cause and the report of ~~Commissioner~~ James W. Orr Commissioner filed in the cause May 25, 1894, which is unexcepted to and was argued by counsel. On consideration thereof a rule is awarded against S. B. Poteet and the defendant Samuel Poteet his security requiring them to appear before this Court on the 8th day of the present term, to show cause, if any they can why a sufficiency of the real estate of the defendant heretofore rented by said S. B. Poteet should not be sold for cash in hand to pay amount due and unpaid on said rent, including the \$12.39 left out of their ^{for said rent} note by mistake, until which time the cause is continued.

A Copy Teste

A B Mursey Clerk

D. F. Bailey Plff. }
vs. }
Samuel Poteet Def. }

Rule against
Defendants.
Entered May 8. 1884
by delivering a true copy
of the copy of the within
rule to S. B. Poteet
C. E. Flanagan.
S. B. C

Subject:

✧FRANK S. BLAIR,✧

ATTORNEY-AT-LAW.

—✧COURTS:✧—

Federal and State of Virginia, and Supreme Court
of Appeals of the United States.

Wytheville, Va., Jun. 9 1881

Mr. Saml. Pate.

Dear Sir:

yours to hand. I have not had
one word from you since I saw
you at U.S. Court. John Morgan
has not paid one cent on the
debt you owe me - & I purpose
to press case at Abingdon - and
so do Bailey and Dickinson -
you are late in calling on me
for note. yet if you will send me \$50
sent now, I will
accept it in full
but if not sent me
by return mail,
I will press case
at Abingdon Va.

} Yours Respt.

F. S. Blair -

"B."

Bristol Tenn. Oct. 30 1890
ABINGDON, VA.

Mr. Samuel Poteet,

The case has been
dismissed against Wm. H. Poteet - I have
seen the order entered by Mr. Fowler - everything
is all right now -

Respect

Stuart F. Lindsey

Linsey

No 1

Excepted to by
Blair & Dickinson's
attorney, as not
evidence and in no
wise admissible
unless signature be
proved.

J. H. Orr. atty.

WOODS
HOTEL & BRISTOL,
N. H. BENNETT, Propr.
BRISTOL, - TENN.

Bristol, Tenn.
July 30/890

Dear Sir:-

Do not let your
son come home until our
matters are closed in October
as Mr. Craig agreed on.
I will explain when I see you.
All will be right.

Respy &c

Stuart L. Lindsey

Linsey
to 2

Excepted to for
reasons endorsed
on to 1.

J. W. Orr, atty.
for Blair & Dickin
— son.

Abingdon, Va

Oct. 14 '90

Dear Mr. Poteet,

There will be no use in your going to the trouble and expense to come here to U. S. Court on the 28th of this month, unless you wish.

I will see that your son's case is attended to and dismissed if you will send Mr. Fowler the balance \$150 - ~~that~~ Mr. Craig agreed on - Send it next week unless you are coming yourself. Don't fail, please.

Also send me the amount due me \$25.00 amount of your note.

The regular Criminal Court will not be held until May, but your son's case can be fixed anyway.

Truly

Stuart F. Lindsey

Linsey no
1

Linsey
No 3

Excepted to for reds-
and endorsed and
to 1.

J. M. Orratty
for B & D.

7/5
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7/5

Samuel Poter

In acct. with his lien creditors.

1 -

To judgment in favor of F. S. Blair at Jan. term 1891, Circuit Court of Washington County, Va., for \$125, interest from July 26 th , 1890,	\$125 00	
Interest on same to Jan 26 th 1891,	3 75	
Costs in suit at law,	7 96	
Am't due as of Jan. 26 th 1891,	136 71	
Credit as of Jan. 26, 1891,	50 00	
Bal. due Jan 26 th , 1891,	86 71	
Int. on \$86.71, to June 1, 1892,	7 00	
Am't. due as of June 1, 1892,	\$93 71	\$93 71

2 -

To judgment in favor of A. M. Rickenson at Jan. term 1891, Circuit Court of Wash- ington County, Va., for \$125, interest from July 26 th , 1890,	\$125 00	
Int. on same to Jan. 26 th , 1891,	3 75	
Costs in suit at law,	7 96	
Am't. due as of Jan. 26, '91,	136 71	
Credit as of Jan. 26, 1891,	50 00	
Bal. due Jan. 26 th , 1891,	86 71	
Int on \$86.71, to June 1, 1892,	7 00	
Am't. due as of June 1, 1892,	\$93 71	\$93 71

3 -

To judgment in favor of D. F. Bailey at May term 1891, Circuit Court of Wash- ington County, Va., for \$125, interest from July 26 th 1890,	\$125 00	
Int. on same to June 1, 1892,	13 85	

[over]

Costs of suit at law, 10 04
 Amt. due as of June 1, 1892, \$148 89 ~~\$148 89~~

4 - Estimated costs of this
 suit, \$75 00 75 00

1 -	Total on Blair Judgment,	\$93 71
2 -	" " Dickinson "	93 71
3 -	" " Bailey "	148 89
4 -	" " Estimated costs,	75 00
	Grand total,	<u>\$411 31</u>

\$411.31

Calculation.

"X"

Arithmetic

in book with

Samuel Carter

~~245~~, Clerk Office of the Circuit Court of Washington County

J. F. Bailey

Plaintiff

vs

Samuel Potter

Defendant

in Debt

Judgment at May Term 1891 for \$125.00 with
legal interest thereon from the 26th day of July
1890 till paid and the cost \$10.04.

Teste

John C. Kugler

D. J. Bailey

vs. } copy Indgment

88.67.
7.96
80.71

Samuel Peter

Docketed June
29th 1891 at
7 1/2 o'clock A.M.

R Gibson CM

Exhibit A.

cel 387

Clerks Office of the Circuit Court of Washington County

A M Dickenson

Plaintiff

Indebted

^{vs}
Samuel Potter

Defendant

Judgment at January Term 1891 for \$125.00
with legal interest thereon from the 26th day of July
1890 till paid and the costs \$7.96.

Teste

John B. Reynolds

A M Dickenson

vs } copy Judgment

Samuel Potter

Docketed June 29th
1891 at 7 1/2 o'clock
A.M.

Jno R. Gibson
Clerk

"B"

cler 25

In the Clerk's Office of the Circuit Court of
Washington County

F S Blair

Plaintiff

vs.

Samuel Potter

Defendant

} In L. C.

Judgment at January Term 1891 for \$135.00 with
legal interest thereon from the 26th day of July 1890 till
paid and the costs \$7.96.

Teste

John B. Meyer cly

J S Blair

v. { copy Judgment

Saml P. Tut

Docketed June
29th 1891. at 7 1/2
o'clock A.M.

J R Gibson
clerk

"6"

clerk 30th

KNOW ALL MEN BY THESE PRESENTS, That we

James W. Orr
and J. A. Hyatt
are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Seven*
Hundred dollars; to the payment whereof, well and truly

to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our
and each of our heirs, executors and administrators, jointly and severally, firmly by these
presents, hereby waiving the benefit of our homestead exemptions as to this obligation,
and any claim, right, or privilege to discharge any liability arising under this bond, or by
virtue of said office or trust, in any currency, funds, counter claims or offsets other than
legal-tender currency of United States. Sealed with our seals, and dated *1st* day
of *April*, one thousand eight hundred and *Ninety three*

The Condition of The Above Obligation is Such; That if the above bound
James W. Orr
shall faithfully perform the duties of *his* office or trust, as *Commis-*
sioner

under a decree of the Circuit Court of the County of Lee, pronounced on the
11th day of *March*, 18*93*, in the suit therein depending
under the name and style of *David F. Bailey* Plaintiff
vs. *Samuel Poteet* Defendant

and properly account for all sums of money *he* may receive as
such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the
presence of

James W. Orr (SEAL.)
J. A. Hyatt (SEAL.)
(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day
suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit
Court of the County of Lee, that
estate after the payment of all just debts, and those
for which bound as securit for others, and expect to have
to pay worth the sum of
dollars.

Given under my hand this *18* day of *April*
Teste: _____ Clerk.

D. F. Bailey
vs Bond
Samuel Poter

Filed April 1st 1893
J. A. L. Hyatt ©

Janesville Va May 19/92.

Mr Samuel Pateet.

Dr Sir,

On tomorrow, the
20th Inst, at the ^{clerk's office} ~~Circuit~~ in
Janesville Va, I will close
the account as Commissioner
in the Chancery Cause of D. F.
Bailey against yourself &
others, at which time & place
if you have any evidence
to offer you are required
to produce the same.

Very Respectfully,

A. M. Gains,

Special Commr.

D. F. Bailey

vs

Saml Pateet & als

Executed. May 19. 92

by delivering and
affixing copy of the
within notice to
Samuel Pateet

This May 20. 1892

C. C. Flannery

S. L. L.

D. F. Bailey, Compt.
vs. { In Chancery.

Samuel Potest et al. Defts.

In the Circuit Court of Lee County, Va.

Take notice that, pursuant to decree in the above styled cause at the September term, 1891, I shall on the 14th day of Nov., 1891, at my office in the town of Jonesville, proceed to inquire into and make the statements concerning the matters mentioned in the said decree, and thereby referred to me as commissioners for the purpose. Especially ~~and~~ I directed by said decree to ascertain and state, according to their priorities, all judgments against said Samuel Potest to whom due, together with any other debts or demands that constitute liens upon his real estate; and further, to ascertain what real estate, or interest in real estate, the said Samuel Potest owns in this county, and whether or not said Potest's interest therein would, in five years, rent for a sufficient amount to pay off all liens against the same, together with the costs of this suit.

All parties interested in the above proceedings will be present at the above time and place with such evidence as will enable me to comply with the decree of the court.

This Oct. 23rd 1891.

A. M. Coins,
Special Comm.

D. F. Bailey
vs. Comis. Notice.

Samuel Poter.

Total $\$312.36$
Down 94.04
rate for this $\$218.32$

Of the amount to be paid down. $\$94.04$
There can be settled with Orr 40.90
yet to be paid down $\$53.14$

~~207.42~~

12.39

~~219.81~~

1318.86

8
1-15
19

~~73.87~~

219.81

1.40

998

110

~~233.68~~ Antenne

(209.0

44.12 100/194

69

~~277.80~~ Total

41.51

249.86

2.60

41.57

44.12

20

19

350

12

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

^{again}
We Command You to Summon

Samuel Potect
H. S. Blair and A. M. Dickinson

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday
in *August* next, being rule day to answer a bill in Chancery exhibited in our said Court
against *them* by *D. F. Bailey*

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *31st* day of *July* 18*91*, in the 11*6* year of the Commonwealth.

J. A. G. Hyatt Clerk.

A Copy Teste

(Or)

D. H. Bailey
vs $\frac{2}{3}$ ~~Shaw~~ ~~et al~~
- Chy.
Samuel Potest et al

To 1st Aug Rules 1891.

Executed July 31st 1891.
by delivering to the
wife of the defendant
an office copy of the
within writ, at the
def's usual place of
abode and giving her
information of its pur-
port, she being a mem-
ber of his family and
above the age of sixteen
years, and the defendant
being absent.

C. E. Flanagan, S. C.

We accept legal service
of the within writ.

Aug 3rd 1891.

L. S. Blair.
Attn Dickinson
by James W Orr atty.